# IN THE MISSOURI COURT OF APPEALS WESTERN DISTRICT

#### COMPLETE TITLE OF CASE

JENNIFER ERIN MOORE,

Respondent,

v.

BRYAN ANDREW MOORE,

Appellant.

#### **DOCKET NUMBER WD**78641

### MISSOURI COURT OF APPEALS WESTERN DISTRICT

**DATE:** March 22, 2016

#### APPEAL FROM

The Circuit Court of Jackson County, Missouri The Honorable Jack R. Grate, Judge

#### **JUDGES**

Division II: Martin, P.J., and Pfeiffer and Mitchell, JJ.

CONCURRING.

#### **ATTORNEYS**

Jill K. Shipman-DeHardt, Lee's Summit, MO Richard L. Rollings, Jr., Camdenton, MO

Attorneys for Respondent,

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Attorney for Appellant.



## MISSOURI APPELLATE COURT OPINION SUMMARY MISSOURI COURT OF APPEALS, WESTERN DISTRICT

| JENNIFER ERIN MOORE, |             | ) |                       |
|----------------------|-------------|---|-----------------------|
|                      | Respondent, | ) |                       |
| <b>v.</b>            |             | ) | <b>OPINION FILED:</b> |
|                      |             | ) | March 22, 2016        |
| BRYAN ANDREW MOORE,  |             | ) |                       |
|                      |             | ) |                       |
|                      | Appellant.  | ) |                       |

WD78641 Jackson County

**Before Division II Judges:** Cynthia L. Martin, Presiding Judge, and Mark D. Pfeiffer and Karen King Mitchell, Judges

Bryan Andrew Moore ("Husband") appeals from the Judgment of the Circuit Court of Jackson County, Missouri ("trial court"), in favor of Jennifer Erin Moore ("Wife"), compelling enforcement of an underlying divorce decree relating to division of Husband's military retired pay. At the behest of the parties, after voluntarily agreeing to the terms of their property settlement agreement, the trial court incorporated the settlement agreement into the Dissolution Decree and, accordingly, treated certain of Husband's nonmarital *disability* payments from the United States Military as marital property and divided that asset in the Dissolution Decree.

In Husband's sole point on appeal, he essentially argues that the trial court never had authority to divide Husband's military disability payments as a marital asset in the Dissolution Decree; hence, any attempt by the trial court to enforce the Dissolution Decree violates federal law on the topic of military retired pay because a state court may not treat military retirement pay that has been waived to receive veterans' disability benefits as property divisible in a dissolution action.

The question presented in this appeal is whether Husband may collaterally attack what he argues is a mistake of law from the Dissolution Decree, which has become a final judgment, as a basis for refusing to comply with the terms of the Dissolution Decree in the present contempt proceeding.

#### AFFIRMED.

#### **Division II holds:**

Though *the trial court* may not have possessed the authority to do so on its own, *the parties* were entitled to enter into an amicable settlement agreement awarding Wife a portion of Husband's nonmarital property, which they did. It was not error for the trial court to incorporate the parties' settlement agreement into the Dissolution Decree, and the Dissolution Decree was enforceable as written. Under the doctrine of *res judicata*, Husband is barred from collaterally attacking the Dissolution Decree, which has become a final judgment.

Opinion by: Mark D. Pfeiffer, Judge

March 22, 2016

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THIS SUMMARY IS **UNOFFICIAL** AND SHOULD NOT BE QUOTED OR CITED.